

## STANDARD PROMISSORY NOTE

1. **THE PARTIES:** This Promissory Note Agreement is entered into as of August 1, 2019 (the "**Effective Date**"), by and between Areu Bros., LLC (the "**Borrower**") a Georgia Limited Liability Company with an address of 3133 Continental Colony Parkway, Atlanta Georgia 30331 on the one hand, and Maxx Upside, LLC ("**Lender**"), a California Limited Liability Company with an address of 25876 The Old Road #12, Stevenson Ranch CA. 91381 on the other hand (each individually a "**Party**" and collectively the "**Parties**"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:
2. **RECEIVED AND PROMISE TO PAY:** On August 1, 2019, Areu Bros., LLC referred to as the "**Borrower**", received and promises to pay to Lender, known as Maxx Upside LLC, the sum of \$1,100,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 13.091 percent (%) per annum, referred to as the "Interest Rate", beginning on July 1, 2019 under the following terms and conditions:
3. **PAYMENTS:** Borrower shall pay \$12,000.00 per month interest only, with the first payment due on January 1<sup>st</sup>, 2020 in the amount of \$60,000.00 and continuing at \$12,000.00 on the first of each month thereafter until note maturity date of July 30<sup>th</sup>, 2020.
4. **INVESTMENT AGREEMENT:** Upon Lender funding this loan Borrower shall transfer to Lender 2% of Areu Bros LLC, 5% of Areu Studios LLC and 5% of Woman kind at pre-money valuation as per the TERM SHEET FOR DEBT IN AREU BROS LLC AND AREU STUDIOS LLC.
5. **SECURITY:** This note shall be secured under the following:  
The Borrower agrees to provide 10% of Areu Bros LLC, 10% Areu Studios LLC and 5% Womankind in Common Units at pre money valuation, referred to as the "Security", the difference between ITEM #4 AND ITEM #5 shall transfer to the possession and ownership of the Lender IMMEDIATELY if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this Note. If the Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable.
6. **ALLOCATION OF PAYMENTS:** Payments shall be first credited to any late fees due, then to interest due and any remainder will be credited to principal.
7. **PREPAYMENT:** Borrower may pre-pay this Note without penalty at which time only 5% of Areu Bros LLC Common Units at pre money valuation, shall transfer to the possession and ownership of the Lender per the Term of this Agreement.
8. **ACCELERATION:** If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.
9. **ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

10. WAIVER OF PRESENTMENTS: Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.
11. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.
12. SEVERABILITY: In the event that any provision is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.
13. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.
14. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.
15. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.
16. GUARANTORS: There shall be no person or entity, under the terms of this Note, that shall be responsible for the payment, late fees, and any accrued interest Other than the Borrower.
17. EXECUTION: The Borrower executes this Note as a principal and not as a surety. If there is a Cosigner, the Borrower and Co-signer shall be jointly and severally liable under this Note.
18. GOVERNING LAW: This note shall be governed under the laws in the State of Georgia.

With my signature below, I affirm that I have read and understand this promissory note.

**Areu Bros., LLC**

By:

Name: Ozzie Areu

Title:

**ACCEPTED AND AGREED:**

**MAXX UPSIDE, LLC**

By: 

Name: Jose Gonzalez

Title: President. 8/1/19